

Great Brit. - George III No 16

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Vesting a Piece or Pieces of Ground in *Kensington*, in the County of *Middlesex*, Part of the settled Estate of *Robert Phillimore*, Gentleman, in Trustees, to be sold; and for applying the Money arising by such Sale in the Purchase of Lands, Tenements, and Hereditaments to be settled and limited to the like Uses as the said Ground stood settled.



Whereas by Indentures of Lease and Release bearing Date respectively the Twenty-ninth and Thirtieth Days of *May* One thousand Seven hundred and Forty-three, the Release being Tripartite, and made or mentioned to be made between *Robert Pbillimore* of *Kensington*, in the County of *Middlesex*, Gentleman, of the First Part; *William Jephson* of the Parish of *St. George, Hanover-square*, in the County of *Middlesex*, Merchant, and *Elizabeth Jephson*, Spinster, Niece of the said *William Jephson*, of the Second Part; and *Matthew Clarmonth*

Clarmont of *London*, Merchant, and *Joseph Phillimore* of the Parish of *St. Mary, Whitechapel*, in the said County of *Middlesex*, Silk Thrower, of the Third Part; in Consideration of a Marriage then intended between the said *Robert Phillimore* and *Elizabeth Jephson*, and of a Marriage Portion of Two thousand Pounds to the said *Robert Phillimore* paid, and for settling a Jointure on the said *Elizabeth*, he the said *Robert Phillimore* did (among other Lands, Tenements, and Hereditaments) grant, bargain, sell, remise, release, and confirm to the said *Matthew Clarmont* and *Joseph Phillimore*, and their Heirs, all those Three Closes of Arable Land in the Parish of *Kensington*, in the County of *Middlesex*, lying contiguous and abutting towards the North partly to an Orchard or Garden belonging to the House known by the Name of *Kensington Wells*, and partly on Pasture Ground then in the Occupation of *William Aldridge*, towards the West on a Walk called *Holland Walk*, towards the South partly on a Piece of Pasture Ground then in the Possession of *Banks*, Butcher, and partly on a Close in the Possession of the Widow *Fryar*, and East on a Brick Wall; which said Three Closes or Pieces of Arable Land contained together, by Estimation, Seventeen Acres Two Roods and Five Perches, or thereabouts, and were formerly in the Occupation of *William Emmerson*, and then of the said *William Aldridge*, his Under-tenants or Assigns; and also all that Close or Piece of Pasture Ground in *Kensington* aforesaid, lying South of the said Three Closes, and containing, by Estimation, Five Acres and Seven Poles, or thereabouts, little more or less, then in the Occupation of the said *Banks*, or his Assigns: And also all those Two Closes or Pieces of Pasture Ground, lying contiguous to and South of the said last-mentioned Close, containing, by Estimation, Nine Acres Two Roods and Thirty-six Poles, or thereabouts, little more or less, then in the Occupation of the said *Fryar*, Widow, or her Assigns; and all Ways, Passages, Feedings, Commons, and Common of Pasture, Waters, Watercourses, Easements, Profits, Commodities, and Appurtenances whatsoever to the said Piece or Pieces of Ground belonging or appertaining, or therewith demised, occupied, or enjoyed, or accepted or known as Part thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, to hold to the said *Matthew Clarmont* and *Joseph Phillimore*, and their Heirs, to the Use of the said *Robert Phillimore* and his Heirs, until the said Marriage should be had, and after the Solemnization thereof then to the Use of the said *Robert Phillimore* and his Assigns for his Life without Impeachment of Waste; and after the Determination of that Estate to the Use of the said *Matthew Clarmont* and *Joseph Phillimore*, and their Heirs, during the Life of the said *Robert Phillimore*, upon Trust to preserve the contingent Remainders therein limited; and after the Decease of the said *Robert Phillimore* to the Use of the said *Elizabeth Jephson* for her Life; and after her Decease to the Use of the First Son of the Body of the said *Robert Phillimore* on the Body of the said *Elizabeth Jephson* to be begotten, and of the Heirs of the Body of such First Son lawfully issuing; and for Default of such Issue to the Use of the Second and other

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Sons of the said *Robert Phillimore* on the Body of the said *Elizabeth Jephson* to be begotten, successively one after another according to Priority of Birth, and of the several Heirs of his and their Body and Bodies; and for Default of such Issue to the Use of the Daughter and Daughters of the Body of the said *Robert Phillimore* on the Body of the said *Elizabeth Jephson* to be begotten, equally to be divided amongst them, if more than One, and to take as Tenants in common, and not as Joint-tenants; and of the several Heirs of the Body and Bodies of such Daughter and Daughters; and for Default of such Issue to the Use of the said *Robert Phillimore*, his Heirs and Assigns for ever: And in the said Indenture is contained a Proviso, That the said *Robert Phillimore* and *Elizabeth Jephson*, as they should severally be in the actual Possession of the Premises thereby conveyed, or any Part thereof, by any Deed or Deeds indented under their respective Hands and Seals, to lease any Part of the Premises in the said Indenture mentioned to any Person or Persons, for any Term not exceeding Twenty-one Years, under the several Conditions and Restrictions therein contained:

And whereas the Marriage then intended between the said *Robert Phillimore* and *Elizabeth Jephson* was had and solemnized soon after the Execution of the said Settlement:

And whereas the said *Elizabeth Phillimore* died on or about the Eleventh Day of May One thousand Seven hundred and Fifty, leaving Issue only Two Sons; viz. *William Phillimore*, an Infant of the Age of Thirteen Years, or thereabouts, and *Joseph Phillimore*, an Infant of the Age of Eleven Years, or thereabouts:

And whereas the said *Robert Phillimore*, by Indenture of the First Day of March One thousand Seven hundred and Fifty-three, made between the said *Robert Phillimore* of the One Part, and the Right Honourable *Henry Fox* of the other Part, in Consideration of the yearly Rent, Covenants, and Agreements therein reserved and contained on the Part of the said *Henry Fox*, his Executors, Administrators, and Assigns, to be paid and performed, he the said *Robert Phillimore* did demise and to farm let unto the said *Henry Fox* all that or those Piece or Pieces of Ground situate and being in the Parish of *Kensington* aforesaid, being late Part of and lying on the West Side of Three several Closes or Pieces of Arable or Pasture Land, Two of which said Closes then were and now are in the Tenure or Occupation of *William Aldridge*, Farmer, and the other of *Henry Wood*, Butcher; and all that Hedge Row of Elm and other Trees, with the Bank and Ditch, then for the most Part and now intirely levelled and filled up, late the Fence between the said Three Closes and the Land adjoining, then and now belonging to *Holland House*, in the Tenure or Occupation of the said *Henry Fox*; which said Piece or Pieces of Land, Hedge Row, and Premises thereby demised contained in Length from North to South, viz. from the South-west Angle of the Garden of *Lloyd*, Esquire, to the South-

South-west Angle of the aforesaid Close or Field, then and now in the Occupation of the said *Henry Wood*, One thousand and Sixty Feet of Affize, little more or less; and as to such Part thereof as was taken out of the Two Closes, then and now in the Occupation of the said *William Aldridge*, contained in Breadth from East to West Thirty-five Feet by Admeasurement, little more or less; and as to such Part thereof as was taken out of the Close in the Possession of the said *Henry Wood* Thirty-one Feet of Affize by Admeasurement, little more or less: All which said Piece or Pieces of Land then were and now are separated and inclosed from the said Three Closes or Fields out of which they were taken by an Oak Fence or Pallisade and a Fence of live Quick, and had been and then were, pursuant to Agreement between the said *Robert Phillimore* and *Henry Fox*, converted and disposed of as follows; viz. As to such Part thereof as adjoined to the said Three Closes, and which then was and now is fenced off from the Remainder by a Fence of Park Paling and live Quick, the same was agreed to be continued as and for a common Footway or Passage for the Inhabitants of the said Parish and others; and as to the Remainder thereof, which was situate and lying between the said Footway and the Land in the Occupation of the said *Henry Fox*, lately called *Holland Walk*, the same was and is taken into and laid to the Park or Lawn belonging to *Holland House* aforesaid; and also all that other Piece or Parcel of Land, with the Hedge Row of Elm and other Trees and the late Bank and Ditch then and now levelled and filled up, situate and being in *Kensington* aforesaid, late Part of and lying on the West Side of a Field or Close of the said *Robert Phillimore*, then and now let to *Joseph Barnard*, Butcher, and bounded on the West and South Sides thereof by Land belonging to *Holland House* aforesaid, then and now in the Tenure or Occupation of the said *Henry Fox*, his Under-tenants or Assigns, and on the East Side by the said Close late in the Occupation of the said *Joseph Barnard*, containing in Length from North to South Six hundred and Thirty Feet of Affize by Admeasurement, little more or less, and in Breadth from East to West towards the North, viz. from the Eastern Side of the Ha--ha which separated the same from the said Close in the Occupation of the said *Joseph Barnard*, to the said Land belonging to *Holland House*, Twenty-eight Feet of Affize; and on the South Part thereof Sixty-five Feet of Affize, little more or less, and running unequally in the intermediate Spaces: All which said Premises, demised or intended to be demised, were and are more particularly described in a Plan to the said Indenture annexed, and contain in the Whole One Acre One Rood and Fifteen Perches, or thereabouts, to hold the said several Pieces or Parcels of Land and Premises, with their Appurtenances, unto the said *Henry Fox*, his Executors, Administrators, and Assigns, from the Feast Day of the Birth of our Lord Christ then last past for the Term of Twenty-One Years, paying to the said *Robert Phillimore*, his Heirs and Assigns, the Yearly Rent of Five Pounds Five Shillings of lawful Money of *Great Britain* Quarterly, on the Four most usual Feast Days in the Year; the First Payment to be made on the Feast of the Annunciation of the blessed Virgin *Mary* then next ensuing:

And

And whereas the said *Henry Fox* hath proposed to purchase the said Piece or Pieces of Ground in the said Indenture of the First Day of *March* One thousand Seven hundred and Fifty-three mentioned, of the said *Robert Phillimore*, and to pay for the same the Sum of One hundred and Fifty-seven Pounds Ten Shillings, and the said *Robert Phillimore* is willing and desirous that the said Piece or Pieces of Ground shall be conveyed to the said *Henry Fox* upon Payment of the said Sum of One hundred and Fifty-seven Pounds Ten Shillings :

But although such Proposal is for the Benefit and Advantage of the said *Robert Phillimore*, and all Persons claiming under the said recited Settlement; Yet the same cannot be established and rendered effectual without the Aid and Authority of an Act of Parliament :

Therefore Your MAJESTY's most dutiful and loyal Subject the said *Robert Phillimore*, on Behalf of himself and his Two Sons who are Infants,

Doth most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that or those Piece or Pieces of Ground in the said Indenture of the First Day of *March* One thousand Seven hundred and Fifty-three, and herein before particularly described, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders of the same Premises, shall, from and after the passing of this Act, be settled upon and vested in, and the same are hereby from thenceforth vested in and settled upon, *Matthew Clarmont* of *London*, Merchant, and *William Jephson* of the Parish of *St. George, Hanover-square*, in the County of *Middlesex*, Merchant, and their Heirs, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against all and every the Uses, Trusts, Estates, Powers, Provisoes, and Limitations in and by the said recited Marriage-Settlement limited, created, provided, and declared of and concerning the same; upon Trust nevertheless, and to the Intent that the said *Matthew Clarmont* and *William Jephson*, or the Survivor of them, or the Heirs of such Survivor, do and shall, upon Payment by the said *Henry Fox*, his Heirs, Executors, or Administrators, unto the said *Matthew Clarmont* and *William Jephson*, or the Survivor of them, or the Heirs of such Survivor, of the Sum of One hundred and Fifty-seven Pounds Ten Shillings, the Consideration-Money herein before-mentioned and proposed to be paid by the said *Henry Fox* for the Purchase of the said Piece or Pieces of Ground as aforesaid, by such Conveyances and Assurances in the Law as by the said *Henry Fox*, his Heirs or Assigns, or his or their Council learned in the Law, shall be devised, advised, or required, at the proper Costs and

Charges of the said *Henry Fox*, his Heirs or Assigns, convey and assure the same Premises, hereby vested in them as aforesaid, unto and to the Use of the said *Henry Fox*, his Heirs and Assigns for ever, or as he or they shall direct or appoint: And also upon Trust, that in the mean time and until the said Sum of One hundred and Fifty-seven Pounds Ten Shillings shall be paid in pursuance and according to the Tenor and true Meaning of this Act, the said *Matthew Clarmont* and *William Jephson*, or the Survivor of them, or the Heirs of such Survivor, do and shall permit and suffer the said Premises, hereby vested in them as aforesaid, to be held and enjoyed, and the Rents and Profits thereof had, received, and taken, by the Person and Persons who would have been intitled to the same in case this Act had not been made.

And be it further Enacted, That the said *Matthew Clarmont* and *William Jephson*, and the Survivor of them, and the Heirs of such Survivor, shall and do as soon as conveniently may be after the Receipt of the said Sum of One hundred and Fifty-seven Pounds Ten Shillings, with the Consent and Approbation of such Person or Persons who would for the Time being have been intitled to the Possession of the said Piece or Pieces of Ground in case this Act had not been made; and in case such Person or Persons shall be an Infant or Infants, then with the Approbation of his, her, or their Guardian or Guardians, lay out, apply, and dispose of the said Sum of One hundred and Fifty-seven Pounds Ten Shillings in the Purchase of Lands, Tenements, and Hereditaments, situate in that Part of *Great Britain* called *England*, in Fee Simple in Possession: And also shall and do, immediately after such Purchase shall be made, settle, convey, and assure the said Lands, Tenements, and Hereditaments to, for, upon, and subject to such and so many of the Uses and Estates, Trusts, Powers, Provisoos, and Limitations in and by the said herein before-recited Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *May* One thousand Seven hundred and Forty-three, limited, expressed, and declared of and concerning the said Piece or Pieces of Ground hereby vested in Trust to be conveyed as aforesaid, as shall be then existing and undetermined, or capable of taking Effect.

And be it further Enacted, That from and after such Conveyance of the said Piece or Pieces of Ground shall be made as aforesaid, and until other Lands, Tenements, and Hereditaments shall be purchased with the said Sum of One hundred and Fifty-seven Pounds Ten Shillings, it shall and may be lawful to and for the said *Matthew Clarmont* and *William Jephson*, and the Survivor of them, and the Heirs of such Survivor, to place out the said Money in the public Funds, or on Government Securities, at Interest, in their Names, or in the Name or Names of the Survivor of them, or the Heirs of such Survivor; and also from time to time to call in the Principal Money so to be placed out, and to place out the same again at Interest upon other Securities of the like Nature; and that the Interest and Proceed to arise and to be produced from

from such Securities, shall be paid to such Person or Persons as would be intitled to the Rents and Profits of the Lands, Tenements, and Hereditaments hereby directed to be purchased, in case the same were purchased and settled pursuant to this Act.

And it is hereby further Enacted and Declared, That the said *Matthew Clarmont* and *William Jephson*, the Trustees herein before-named for the several Purposes herein before declared, shall not, nor shall either of them, or the Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Money to be received by virtue of the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he shall actually receive; and that neither of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them: And also that they the said Trustees, their respective Heirs, Executors, and Administrators, shall and may, by and out of the said Sum of One hundred and Fifty-seven Pounds Ten Shillings, and the Interest, Dividends, or Proceed thereof, retain to and reimburse themselves all such Costs, Charges, Damages, and Expences, as they or any of them shall or may sustain or be put unto in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Robert Phillimore*, and the said *William Phillimore* and *Joseph Phillimore*, Sons of the said *Robert Phillimore*, and the Heirs of the respective Bodies of such Sons, and the right Heirs of the said *Robert Phillimore*); all such Estate, Right, Title, Interest, Claim, and Demand, as they, every or any of them, had before the passing of this Act; or could or might have had in case this Act had not been made.

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Vesting a Piece or Pieces of Ground in *Kington*, in the County of *Middlesex*, Part of the settled Estate of *Robert Phillimore*, Gentleman, in Trustees, to be sold; and for applying the Money arising by such Sale in the Purchase of Lands, Tenements, and Hereditaments to be settled and limited to the like Uses as the said Ground stood settled.